

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Application : **10/539,358**
Applicant(s) : **KAMPERMAN et al.**
Filed : **6/15/2005**
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T.C./Art Unit : **3621**
Examiner : **DEGA, Murali K.**
Atty. Docket : **NL021452US**

Title: **DIVIDED RIGHTS IN AUTHORIZED DOMAIN**

Mail Stop: **APPEAL BRIEF - PATENTS**
Commissioner for Patents
Alexandria, VA 22313-1450

APPEAL UNDER 37 CFR 41.37

Sir:

This is an appeal from the final decision of the Examiner dated 26 January 2009, finally rejecting claims 1-16 and 18 of the subject application.

This paper includes (each beginning on a separate sheet):

- 1. Appeal Brief;**
- 2. Claims Appendix;**
- 3. Evidence Appendix; and**
- 4. Related Proceedings Appendix.**

APPEAL BRIEF

I. REAL PARTY IN INTEREST

The above-identified application is assigned, in its entirety, to **Koninklijke Philips Electronics N. V.**

II. RELATED APPEALS AND INTERFERENCES

Appellant is not aware of any co-pending appeal or interference that will directly affect, or be directly affected by, or have any bearing on, the Board's decision in the pending appeal.

III. STATUS OF CLAIMS

Claim 17 is canceled.

Claims 1-16 and 18 are pending in the application.

Claims 1-2, 4-16, and 18 stand rejected by the Examiner under 35 U.S.C. 102(e).

Claim 3 stands rejected by the Examiner under 35 U.S.C. 103(a).

These rejected claims are the subject of this appeal.

IV. STATUS OF AMENDMENTS

No amendments were filed subsequent to the final rejection in the Office Action dated 26 January 2009. A reply to the final rejection was filed on 26 March 2009.

V. SUMMARY OF CLAIMED SUBJECT MATTER¹

The invention addresses a method and system for protecting copy-protected material. The inventors recognize that, in addition to the value associated with content material, usage rights to the content material also have value (page 3, lines 5-8), and that adding a verifiable signature to such usage rights will enhance the protection provided (page 3, lines 15-17). However, different aspects (page 8, lines 27-29) of a usage right have different characteristics, and the signing of the usage right will introduce difficulties/problems if any particular aspect of the usage right changes. If, for example, one aspect of the usage right is the number of times that a user is authorized by the provider to access the content material, the provider will need to re-sign the usage right each time the usage right is diminished by an access to the content material (page 3, lines 28-34). In like manner, transferring a portion of the usage right to another party requires a signing of the transferred portion, as well as a signing of the remainder portion. Additionally, in each case, the prior usage right must be revoked (page 4, lines 1-4). To avoid the necessity of continual re-signing of changing usage rights, the applicants teach and claim decomposing a usage right into a plurality of partial rights, each partial right being individually signed (page 4, lines 9-12). In this manner, when a partial right is used or transferred, it retains its digital signature, and no re-signing is required (page 4, lines 16-17). Further, because each partial right is individually created and signed, each partial right can be individually revoked, deleted, or marked as having been used (page 4, lines 25-28). This feature is particularly beneficial if, in the case of a usage right that authorizes 'N' copies, for example, the right is decomposed by the provider into 'N' individual 'no-copy' usage rights that are each individually signed, rather than the conventional technique of issuing a total usage right to 'N' copies, then generating repeated total usage rights reflecting a decreasing number of multiple accesses² (page 4, lines 14-16, 25-28).

¹ It is respectfully noted that it is not the appellants' intention that the claimed embodiments of this invention be limited to operation within the example embodiments described in this brief, beyond what is required by the claim language. These examples and their description are provided to facilitate ease of understanding and to comply with the requirements of an appeal brief, without intending that any further interpreted limitations be read into the claims as presented.

² As is well known in the art, a single-use right is particularly secure because the issued right will contain an absolute 'do not copy' directive, rather than a 'copy-N' directive that requires a secure

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As claimed in independent claim 1, the invention comprises a method of controlling access to a content item in a system comprising a set of devices (FIG. 1), the method (FIG. 3) comprising a step of associating at least one usage right with the content item, characterized in that the method further comprises decomposing the usage right into a set of partial rights (301, 311, 321; page 9, lines 21-23), and subsequently separately signing (302, 312, 322) each one of the set of partial rights, resulting in a corresponding signature (page 9, lines 23-25).

As claimed in dependent claim 2 the invention comprises the method of claim 1, wherein at least one device in the system is able to access and exercise at least one of the partial rights after verification of the corresponding signature (page 9, lines 29-31).

As claimed in dependent claim 5, the invention comprises the method of claim 1, wherein the method further comprises a step where one device of the set of devices verifies whether the partial right and the issuer thereof have both not been revoked before exercising the partial right (page 4, lines 31-32, page 5, lines 20-21).

As claimed in dependent claim 9, the invention comprises the method of claim 6, wherein the method further comprises allowing at least one device in the system, to identify a different device, to subsequently sign information comprising a combination of at least one partial right and at least one out of an identification of the domain, an identification of the different device, and information about length and validity of the partial right, and to subsequently transfer this signed combination to the different device (page 5, lines 9-13).

As claimed in dependent claim 10, the invention comprises the method of claim 6, wherein the method further comprises allowing at least one device in the system, to identify a different device, to subsequently sign at least one partial right and to subsequently transfer the signed partial right to the different device (page 5, lines 9-13).

As claimed in dependent claim 12, the invention comprises the method of claim 11, wherein the transfer to the different device is allowed to occur only after at least one of the device and the different device has been verified by the other device to be at least one of being compliant and being non revoked (page 5, lines 20-23).

As claimed in dependent claim 13, the invention comprises the method of claim 11, wherein the partial right is revoked or deleted by the device which transfers the right to the different device (page 5, lines 26-27).

As claimed in independent claim 15, the invention comprises a client system (FIG. 1) comprising a set of devices (101), the client system being arranged to perform access control to a content item, with handling means for a usage right associated with the content item, characterized in that the usage right is a set of individually signed partial rights, and the client system is being arranged to verify individually and handle individually the partial rights (page 6, lines 7-9).

As claimed in independent claim 16, the invention comprises a server system being arranged to perform access control to a content item, the server system further associating at least one usage right with the content item, characterized in that the server system has means to decompose the usage right into a set of partial rights (301, 311, 321), the server system further has a signing part being arranged to subsequently separately sign (302, 312, 322) each one of the set of partial rights, and is arranged to bundle the individually signed partial rights into a set (330) of individually signed partial rights (page 6, lines 10-14).

As claimed in independent claim 18, the invention comprises a device arranged to perform access control to a content item, being able to handle a usage right associated with the content item, characterized in that the device is further arranged to handle the usage right which has been split into partial rights (301, 311, 321) each of the partial rights having a digital signature (302, 312, 322; page 6, lines 17-19).

VI. GROUNDS OF REJECTION TO BE REVIEWED ON APPEAL

Claims 1-2, 4-16, and 18 stand rejected under 35 U.S.C. 102(e) over Inoue et al. (USPA 2003/0028622, hereinafter Inoue).

Claim 3 stands rejected under 35 U.S.C. 103(a) over Inoue and Ishibashi (USP 7,353,541).

VII. ARGUMENT

Claims 1-2, 4-16, and 18 stand rejected under 35 U.S.C. 102(e) over Inoue

MPEP 2131:

"A claim is anticipated only if *each and every element* as set forth in the claim is found, either expressly or inherently described, in a single prior art reference." *Verdegaal Bros. v. Union Oil Co. of California*, 814 F.2d 628, 631, 2 USPQ2d 1051, 1053 (Fed. Cir. 1987)... "The *identical invention* must be shown in as *complete detail* as is contained in the ... claim." *Richardson v. Suzuki Motor Co.*, 868 F.2d 1226, 1236, 9 USPQ2d 1913, 1920 (Fed. Cir. 1989).

Claims 1-2 and 4-16 and 18

Inoue fails to teach decomposing a usage right into a set of partial rights and subsequently separately signing each one of the set of partial rights, as specifically claimed in claim 1, upon which claims 2-14 depend. Independent claims 15-16 and 18 include similar features.

Of particular note, Inoue is completely silent with regard to digitally signing usage rights, and thus unequivocally cannot be said to teach an *identical invention* to the applicants' claimed invention of separately signing a set of partial rights, as required by MPEP 2131.

The Examiner asserts that Inoue teaches digitally signing each one of the set of partial rights at paragraph [0006]. This assertion is incorrect. At the cited text, Inoue teaches:

"The license management server of the present invention manages usage rules in accordance with which terminals use contents. The terminal devices include a first terminal device used by a first user and a second terminal device used by a second user. This license management server includes: an information storing unit operable to store license information that associates a usage rule with either (a) each of the first terminal device and the second terminal device or (b) each of the first user and the second user; a restriction managing unit operable to obtain restriction information from either the first terminal device or the first user and to store the restriction information, which shows a restriction on content use by either the second terminal device or the second user; and a ticket issuing unit operable to (1) obtain a usage request from either the first terminal device or the first user, the obtained usage request requesting content use by either the second terminal device or the second user, (2) add, in response to the obtained usage request, the restriction shown in the restriction information in the restriction managing unit to a usage rule associated by the license information with one of the second terminal device, and the second user to produce a new usage rule, (3) produce a first license ticket that permits content use under the new usage rule, and (4) send the first license ticket to either the first terminal device or the first user."

Inoue discloses a conventional ticket issuing process, enhanced by allowing a parent to add restrictions, such as the duration of continuous viewing, to the usage rights that are granted to a child (Inoue [0007]).

In Inoue, a user requests a ticket from the ticket issuing system, and, if the user is authorized to use the requested content, the ticket issuing system issues the ticket. The ticket contains a key for unlocking the requested content; if the issuing system is the authorized issuer of the key, the proper key will be issued and the user will be able to access the content. There is no apparent or recognized need in Inoue to validate the ticket issuing system, and Inoue does not address techniques for such a validation, such as signing the ticket.

Because the Examiner fails to identify where Inoue teaches a plurality of signed partial rights, the applicants respectfully maintain that the Examiner has failed to establish a prima facie case in support of this rejection.

The Examiner asserts that "Separating the license to prepare different restricted license tickets is functional equivalent of separately signing of license with a partial right" (Office action, page 10, lines 10-11 [sic]). This assertion is also incorrect. Signing is not, per se, inherent to the issuance of tickets, and, as the applicants teach, the signing of usage rights introduces a number of problems/issues that must be addressed before such signing would be practical. These problems are particularly apparent when, as in Inoue, the license includes a limit to the number of times the content can be accessed (applicants' page 3, line 28 – page 4, line 4).

It is significant to note that Ishibashi, cited by the Examiner in the rejection of claim 3, also addresses the goal of adding a signature to usage rights. As taught by Ishibashi, each time a content item is copied, a new signature must be generated (Ishibashi, S204 of FIG. 72, column 71, lines 6-24), consistent with the applicants' identified problems associated with signing a total usage right.

Inoue teaches that the license includes a limit to the number or times the right can be exercised. Inoue does not specifically address how this limit is enforced. In conventional limited-use ticketing systems, the ticket is modified/updated ("punched") each time the ticket is used, and the conforming device verifies that the ticket has at least one remaining use before it grants access to the content. See, for example, USP 6,473,560, "Copy Protection Schemes for Copy Protected Digital Material", issued 29 October 2002 to Linnartz et al. If Inoue's license ticket is signed by the issuing system, the conventional 'punching' of the ticket to record usage will invalidate the signature.

In light of these problems, and others associated with signing usage rights, the applicants respectfully maintain that the Examiner's assertion that the issuing of a license ticket is functionally equivalent to signing the ticket is obviously erroneous.

The applicants teach and claim a new and useful method that provides a viable technique for signing usage rights to enhance the protection of copy-protected material. By decomposing a usage right into a set of partial rights, and signing each partial right, the validity of each of these partial rights can be individually verified, and will not be affected by changes to other partial rights. Inoue does not teach these elements of the applicants' claimed invention.

Because Inoue does not teach a usage right comprising a set of individually signed partial rights, and because the Examiner does not provide support for the assertion that Inoue provides this teaching, the applicants respectfully maintain that the rejection of claims 1-2, 4-16, and 18 under 35 U.S.C. 102(e) over Inoue is unfounded, and should be reversed by the Board.

Claim 2

Inoue does not teach at least one device in the system that is able to access and exercise at least one of the partial rights after verification of the corresponding signature, as specifically claimed in claim 2.

In support of this rejection, the Examiner states that "Figs. 1 and 8, paragraphs [001] and [006] where the terminal devices are displayed and the terminal device playing the distributed content in accordance with the rights restrictions placed by the controlling terminal device is described". The applicants note, however, that this observation by the Examiner is unrelated to the claimed feature of verification of a signature.

Accordingly, because the Examiner has failed to provide a prima facie case to support this rejection, the applicants respectfully maintain that the rejection of claim 2 under 35 U.S.C. 102(e) is unfounded, and should be reversed by the Board.

Claims 5 and 12-13

Inoue does not teach revocations of usage rights as claimed in claim 13, nor the checking for revocations of such rights, as claimed in claims 5 and 12.

In support of the rejection of each claim, the Examiner refers to a variety of paragraphs in Inoue, but fails to address or identify where Inoue teaches a revocation of rights. None of the cited paragraphs ([0105], [0118], [0148]) in the rejection of claims 5 and 12-13 addresses a revocation of usage rights.

Accordingly, because the Examiner has failed to provide a prima facie case to support the rejection of these claims, the applicants respectfully maintain that the rejection of claims 5, 12, and 13 under 35 U.S.C. 102(e) is unfounded, and should be reversed by the Board.

Claims 9-13

Inoue does not teach a device that signs a partial right and transfers the signed right to another device, as claimed in claims 9 and 10, upon which claims 11-13 depend.

In support of the rejection of claims 9 and 10, the Examiner refers to a variety of paragraphs in Inoue, but fails to address or identify where Inoue teaches a device that signs a right and transfers the right to another device. None of the cited paragraphs ([0006], [0038], [0058], [0080]) in the rejection of claims 9 and 10 addresses the signing of a usage right.

Accordingly, because the Examiner has failed to provide a prima facie case to support this rejection, the applicants respectfully maintain that the rejection of claims 9-13 under 35 U.S.C. 102(e) is unfounded, and should be reversed by the Board.

Claim 3 stands rejected under 35 U.S.C. 103(a) over Inoue and Ishibashi

Claim 3

Claim 3 is dependent upon claim 1, and in this rejection, the Examiner relies on Inoue for teaching the elements of claim 1. As noted above, the Examiner fails to establish a prima facie case to support the rejection of claim 1; accordingly, a prima facie case has not been established to support the rejection of claim 3.

As noted above, Ishibashi teaches signing a usage right, but, like Inoue, Ishibashi also fails to teach decomposing a usage right into a set of individually signed partial rights, as specifically claimed in claim 1.

Because Inoue fails to teach each of the elements of claim 1, upon which claim 3 depends, the applicants respectfully maintain that the rejection of claim 3 under 35 U.S.C. 103(a) that relies on Inoue for teaching the elements of claim 1 is unfounded, and should be reversed by the Board.

CONCLUSIONS

Because Inoue fails to teach decomposing a usage right into a set of partial rights and subsequently separately signing each one of the set of partial rights, the applicants respectfully request that the Examiner's rejection of claims 1-2, 4-16, and 18 under 35 U.S.C. 102(e) and claim 3 under 35 U.S.C. 103(a) be reversed by the Board, and the claims be allowed to pass to issue.

Respectfully submitted,

/Robert M. McDermott/
Robert M. McDermott, Esq.
Reg. 41,508
804-493-0707
for: Kevin C. Ecker
Reg. 43,600
914-333-9618

Please direct all correspondence to:
Corporate Counsel
PHILIPS IP&S
P.O. Box 3001
Briarcliff Manor, NY 10510-8001
914-332-0222

CLAIMS APPENDIX

1. A method of controlling access to a content item in a system comprising a set of devices,
the method comprising a step of associating at least one usage right with the content item,
characterized in that
the method further comprises decomposing the usage right into a set of partial rights,
and subsequently separately signing each one of the set of partial rights,
resulting in a corresponding signature.
2. The method of claim 1, wherein at least one device in the system is able to access and exercise at least one of the partial rights after verification of the corresponding signature.
3. The method of claim 1, wherein one of the partial rights associated with the content item comprises one of a render right, a transfer right, an offer right, a derivative work right, and a utility right.
4. The method of claim 1, wherein at least one of the partial rights can only be exercised a limited number of times.
5. The method of claim 1, wherein the method further comprises a step where one device of the set of devices verifies whether the partial right and the issuer thereof have both not been revoked before exercising the partial right.
6. The method of claim 1, wherein said system comprises a set of devices, making up a domain comprising of devices which are related to a household or limited group of consumers.

7. The method of claim 1, wherein a minimum required protection level of at least one partial right is indicated along with the partial right.

8. The method of claim 1, wherein a minimum required protection level of at least one partial right is derived implicitly from the type of the partial right.

9. The method of claim 6, wherein the method further comprises allowing at least one device in the system, to identify a different device,

to subsequently sign information comprising a combination of at least one partial right and at least one out of

- an identification of the domain,
 - an identification of the different device, and
 - information about length and validity of the partial right,
- and to subsequently transfer this signed combination to the different device.

10. The method of claim 6, wherein the method further comprises allowing at least one device in the system, to identify a different device,

to subsequently sign at least one partial right;

and to subsequently transfer the signed partial right to the different device.

11. The method of claim 9, wherein the different device participates as representing a different domain.

12. The method of claim 11, wherein the transfer to the different device is allowed to occur only after at least one of the device and the different device has been verified by the other device to be at least one of being compliant and being non revoked.

13. The method of claim 11, wherein the partial right is revoked or deleted by the device which transfers the right to the different device.

14. The method of claim 6,

wherein the method further comprising allowing at least one device in the system,

wherein the usage right is associated with the content item by a content provider,

wherein the usage right comprises an offer right (for a specific right),

the method further comprising requesting the content provider to execute the offer right and deliver the specific right to a specified third party,

upon which the content provider, after verification of conditions that may apply, delivers the specific right directly to the specified third party.

15. A client system comprising a set of devices, the client system being arranged to perform access control to a content item, with handling means for a usage right associated with the content item, characterized in that the usage right is a set of individually signed partial rights, and the client system is being arranged to verify individually and handle individually the partial rights.

16. A server system being arranged to perform access control to a content item, the server system further associating at least one usage right with the content item, characterized in that the server system has means to decompose the usage right into a set of partial rights, the server system further has a signing part being arranged to subsequently separately sign each one of the set of partial rights, and is arranged to bundle the individually signed partial rights into a set of individually signed partial rights.

17. (Canceled)

18. A device arranged to perform access control to a content item, being able to handle a usage right associated with the content item, characterized in that the device is further arranged to handle the usage right which has been split into partial rights each of the partial rights having a digital signature.

EVIDENCE APPENDIX

No evidence has been submitted that is relied upon by the appellant in this appeal.

RELATED PROCEEDINGS APPENDIX

Appellant is not aware of any co-pending appeal or interference which will directly affect or be directly affected by or have any bearing on the Board's decision in the pending appeal.